

RESOLUTION NO. 2007-231

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LODI APPROVING AND AUTHORIZING THE EXECUTION OF
AN AMENDED AND RESTATED COOPERATION AGREEMENT
WITH THE REDEVELOPMENT AGENCY OF THE CITY OF LODI
AND MAKING CERTAIN FINDINGS IN CONNECTION
THEREWITH

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WHEREAS, the Redevelopment Agency of the City of Lodi (the "Agency") is a duly constituted redevelopment agency and is undertaking certain activities necessary for redevelopment under the provisions of the California Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq*; herein, the "Law"); and

WHEREAS, pursuant to the provisions of the Law, the City Council of the City of Lodi, activated the Agency and has initiated a process for the consideration of the adoption of a redevelopment plan (the "Redevelopment Plan") for a redevelopment project proposed to be established consisting of certain territory in the eastern portion of the City limits (the "Project"); and

WHEREAS, pursuant to Law, the Agency is performing a public function of benefit to the City and may have access to services and facilities of the City; and

WHEREAS, the Agency and the City have entered into previous agreements or arrangements and the Agency has previously issued promissory notes or incurred other obligations (collectively, the "Prior Agreements") for the benefit of the City, which establish evidence the indebtedness of the Agency to the City; and

WHEREAS, the City and the Agency desire to enter into an Amended and Restated Cooperation Agreement in the form submitted herewith (the "Agreement"):

(1) To set forth activities, services, and facilities, which the City will render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Law; and

(2) To provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

WHEREAS, pursuant to the Community Redevelopment Law, the Agency is performing a public function of the City and may have access to services and facilities of the City; and

WHEREAS, without amending, limiting, or modifying the Prior Agreements and the ongoing effectiveness of such Prior Agreements, which shall remain in effect according to their terms for the greatest time legally allowable, the Agency and the City desire to memorialize in the Agreement certain matters relating to the financial relationship between the Agency and the City as it relates to the Redevelopment Plan and its implementation; and

WHEREAS, the City and the Agency desire to provide for the ongoing provision of administrative support to the Agency by the City for so long as the Agency requires such support relative to the Plan; and

WHEREAS, the City and the Agency desire to enter into an Amended and Restated Cooperation Agreement substantially in the form on file with the Agency Secretary (the "Agreement"):

- (1) To set forth activities, services, and facilities, which the City will continue to render for and make available to the Agency in furtherance of the activities and functions of the Agency under the Community Redevelopment Law; and
- (2) To reiterate and provide that the Agency will reimburse the City for actions undertaken and costs and expenses incurred by it for and on behalf of the Agency.

WHEREAS, the Agency has the general purpose of redevelopment and the elimination of blight and the provision of public facilities to be set forth in the Redevelopment Plan; and

WHEREAS, the approval of and implementation of the Agreement will not alter the policy of the Agency that the power of eminent domain will not be available to the Agency, it being the intention of the Agency that the Redevelopment Plan not provide for the Agency to have the power of eminent domain; and

WHEREAS, consistent with the policy of the Agency concerning eminent domain, staff is instructed and directed that the power of eminent domain not be included in the Redevelopment Plan; and

WHEREAS, the City Council has reviewed evidence, including both oral testimony and writings, in connection with this matter, and has determined that the foregoing recitals, and each of them, are true and correct, and further has determined that the Agreement is in the best interests of the Agency and the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law requirements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI DOES RESOLVE AS FOLLOWS:

Section 1. The City Council finds and determines that the Agreement implements the Law and the efforts of the Agency to adopt and implement a Redevelopment Plan, is of benefit to those areas proposed for study for inclusion as a redevelopment project area (herein, the "Proposed Area"), will contribute to the eradication of blight in the Proposed Area and is of benefit to the Agency.

Section 2. The City Council states as its policy that the Redevelopment Plan not include the power of eminent domain; staff is directed to cause the preparation of a Redevelopment Plan that does not include the power of eminent domain exercisable by the Agency.

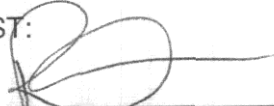
Section 3. The City Council authorizes and directs the City Manager to execute on behalf of the City the Agreement. The City Council further authorizes and directs staff to take all actions necessary and appropriate to implement the participation by the City pursuant to the Agreement.

APPROVED AND ADOPTED this 21st day of November, 2007.

By:


Bob Johnson, Mayor

ATTEST:


Randi Johl, City Clerk

STATE OF CALIFORNIA)
COUNTY ~~OF~~ SAN JOAQUIN)
CITY ~~OF~~ LODI)


I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that the foregoing Resolution No. 2007-231 was passed and adopted by the City Council of the City of Lodi in a special joint meeting with the Lodi Redevelopment Agency held November 21, 2007, by the following vote:

AYES: MEMBERS – Hansen, Hitchcock, Katzakian, and Mayor Johnson

NOES: MEMBERS – Mounce

ABSENT: MEMBERS – None

ABSTAIN: MEMBERS – None


Randi Johl, City Clerk